## CONDITIONS OF WEIR FARM NATIONAL HISTORIC SITE SPECIAL PARK USE PHOTOGRAHHY AND FILM PERMITS

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

- 1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- 2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
- 4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
- 5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
- 6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
- This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition
  of the permit to the contrary.
- 8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 per Occurrence, \$1,000,000 Aggregate and underwritten by a United States company naming the United States of America as **additional insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
- 10. Permittee agrees to deposit with the park a bond in the amount of \$0 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
- 11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
- 12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
- 13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.

## Additional Park Specific Conditions

- 15. Weir Farm National Historic Site is a national park. All plants, animals, and natural, cultural, and historic features are protected by park regulations against removal, destruction, or injury.
- 16. Photographers and individuals being photographed cannot stand, sit, lie, or reside on any historic structures including stone walls. Photographers and individuals being photographed cannot climb or reside in trees or shrubs.
- 17. No props of any kind are allowed without explicit permission from permit coordinator. If props are allowed, they cannot be hung from trees, be placed on stone walls or historic structures, or create holes or divots in the ground.
- 18. The use of photography equipment cannot in any way alter or damage park resources including historic structures and grounds. Equipment cannot be set-up on historic structures including stone walls.
- 19. The photographer can only have 2 cars parked on site at one time (the photographer's car and the car of the group being photographed). Multiple sessions on one permitted date must be scheduled with a minimum of thirty minutes between sessions to ensure parking limits are not exceeded. Photographer and clients must park in the visitor parking lot, and are not permitted to drive or park in any other area of the park grounds.
- 20. Photo shoots must take place between sunrise and sunset when park grounds are open.

- 21. Photographers cannot ask visitors to move or re-locate. Photographers cannot impede or alter visitor traffic throughout the park.
- 22. All wardrobe changes must take place in one of the park's public restrooms. No wardrobe changes can take place in vehicles in the parking lot.
- 23. Photos cannot be taken in the parking lot due to safety hazards and traffic disturbance.
- 24. Photographers must clear all photo shoots with Kristin Lessard, Park Ranger, at least 2 weeks in advance. Some photo shoots may not be approved due to scheduling conflicts on the park's event schedule. Kristin Lessard can be contacted at 203-834-1896 ext. 13 or at kristin\_lessard@nps.gov.